as a man who has already raised one insurance office from a very bad position to a very good one—a man widely respected, and an actuary of unquestioned standing.

* * *

Therefore, the C. A. may do better in future. But how the adoption of an agreement with it by a new company can benefit the new company is hard to see. One would think there was very little benefit which the C. A. & G. could afford to give away.

* * *

Prepare to be sorry for the Corporation of Southampton. This collection of esteemed municipalities circularized the sister towns along the south coast with a view to getting up a concerted scheme of municipal fire insurance. What replies have been received have been of a negativing nature. Either Brighton and the rest are naturally coy, or else they cannot see the advantage of possibly helping the rates, if fires do not occur; with the very substantial risk of further burdening them if fires do occur. The scheme has therefore fallen flat—flatter than the proverbial pancake. The London County Council is giving the subject a rest.

## LEGAL NOTES.

FURTHER PARTICULARS REGARDING A RECENT DECISION.—In our last issue we gave a synopsis of the judgment in the case of The Agricultural Loan & Savings Company vs. The Liverpool & London & Globe and Alliance Insurance Companies. Exception is taken by these companies to our having given simply the decision of Judge Rose that a prior insurance in a third company without notice to the two companies above named, cancelled the contract or policies of those two companies. They ask us to explain that the cause of their resistance of the claim of the Loan Company, quite apart from the non-disclosure of previous other insurance, was, that a change, very material to the risk, had taken place in the premises insured, namely, that they had become vacant instead of being occupied as described in the policies, and that beyond this, they mention the fact of the policies having actually been surrendered before the fire to the companies for cancellation. The learned Judge stated that he did not consider it necessary to deal with the two latter points, as he decided that the policies were void, owing to there being other insurance in existence with which the companies were not advised. Having come to this decision, he made use of the words "It will be unnecessary therefore to consider other objections taken to the plaintiff's recovery." It was proved at the trial that both the owner of the property—the insured—and the Loan Company, the Mortgagees, were notified by both companies previous to the fire, of their desire to cancel the policies. The Loan Company surrendered the policies for the purpose of cancellation, instructing the local insurance agent to place the insurance in some other company. This he endeavoured to do, but failed. It will be apparent, therefore, that the notified decision of the insurance companies to cancel their insurance was really acquiesced in by the surrender of the policies, but as the Loan Company had failed in their attempt to insure a nonoccupied cold storage establishment in another company, they attempted to fall back on the original companies, although they had themselves (the Loan Company) surrendered the policies.

## RECENT LEGAL DECISIONS.

BANKS AND BANKING.—The legal contest between the Bank of Hamilton and the Imperial Bank over the Bauer Cheque and forgery, has reached another stage. The Ontario Court of Appeal has affirmed the judgment in favour of the Bank of Hamilton, Chief Justice Armour dissenting, but has given the Imperial Bank permission for a further appeal. The view of the Court will appear from the following summary, taken from the deliverance of Judge Osler:—

The Bank of Hamilton certified a cheque drawn upon them by their customer Bauer for a sum of $5, payable to cash or bearer. Bauer fraudulently altered the cheque so as to make it appear to be a cheque for $500, and presented it so altered to the Imperial Bank, who, in effect, paid him $500. On the following day, the cheque was presented for payment or settlement by the defendant Bank to the plaintiff bank in the clearing house, and was then, as the effect of the transaction which there took place, paid by the Bank of Hamilton as a cheque for $500. It is not necessary to enter into the details of the clearing house business, or of the system which, for their own convenience, the banks have adopted for settling in the clearing house instead of at home, the balances of the previous day's transactions. On the next morning the forgery was discovered by the Bank of Hamilton, and repayment of the amount which they had so paid in error, was forthwith demanded from the defendant bank. The case is not complicated by any question of negligence on the part of the Bank of Hamilton in certifying the cheque in the shape in which it was drawn and presented. The acceptor of a bill of exchange is not under a duty to take precautions against fraudulent alteration in a bill after acceptance, and his omission to do so cannot in itself be an answer to the acceptor's demand for restitution, when he has paid the bill in ignorance of the forgery. The defendants urge that the alteration of the cheque was not forgery; that the certification, so to call it, was not part of the cheque, that it was still Bauer's genuine cheque for $500, and that what took place was no more than, if knowingly or by mistake, the Bank of Hamilton had simply allowed him to overdraw his account. This seems to me, with all due respect, to be an argument of disputation. If the effect of certifying the cheque, assuming that what the plaintiffs placed upon the cheque is not to be regarded as an acceptance, is to give the cheque additional currency, by showing on its face, that it is drawn in good faith on funds sufficient to meet the payment, and by ading to the credit of the drawer, that of the bank on which it is drawn. It apears to me perfectly clear, that its alteration by the drawer after certification is forgery within the Criminal Code. The question is, where the plaintiff having paid it by mistake, as they undoubtedly did, are they entitled to reclaim the sum so paid less the amount for which the cheque was in truth certified. The defendants insist that there is an absolute rule, which prevents the plaintiff from doing so; unless, at the least, they have given notice and demanded repayment on the same day as that on which they paid the forged instrument, and that, as in the present case, the forgery was not discovered, and notice given, until the following morning, the plaintiffs must fail. I cannot say that this is the law, although in the state of the authorities I speak with diffidence. It seems to me that the plaintiffs' right to recover depends upon this, whether by their neglect or delay